

# **EXHIBIT 1**

IN THE SUPERIOR COURT OF FULTON COUNTY  
STATE OF GEORGIA

Contractor Growth Capital, LLC,

*Plaintiff,*

v.

RC Demolition, LLC

Civil Action Number 2019cv319368

*Defendants.*

*Anasazi* COMPLAINT FOR DAMAGES

COMES NOW THE PLAINTIFF IN THE ABOVE-STYLED ACTION and by and through its undersigned counsel files this, its Complaint for Damages, showing as follows:

JURISDICTION, VENUE, & PARTIES

1.

Plaintiff Contractor Growth Capital, LLC, is a Georgia limited liability company duly licensed by the Secretary of State, which submits to the jurisdiction of this Court.

2.

Defendant RC Demolition, LLC ("RC Demo"), is a Virginia Limited Liability Company. Its registered agent is Ralph E. Chewning, 800 Knollwood Ct., Chesapeake, VA 23320. RC Demo executed the certain Loan documents attached hereto, which place venue in this Court. Once service is complete, jurisdiction and venue will be proper here.

3.

The Loans and Loan Documents herein attached state that the jurisdiction and venue for any dispute shall be in Fulton county Georgia.

STATEMENT OF FACTS

4.

RC Demo executed those certain Secured Promissory Notes and related documents that are attached as **Composite Exhibit A** and incorporated by reference, including on October 20, 2016 in the amount of \$34,000.00, October 18, 2017 in the amount of \$95,238.10, on September 27, 2017 in the amount of \$63,492.00, and on August 4, 2017 in the amount of \$211,640.21.

5.

On or about October 20, 2018, all of the Secured Promissory Notes came due. Despite demand, Defendants have not paid the \$713,479.93, plus interest, penalties, and fees due and owing under the Notes.

6.

For clarification, there were six Loans and Notes. One loan in the amount of \$50,000.00 from March 7, 2017, has been paid in full; the remaining five loans are broken down as of February 28, 2019, as follows:

Loan #	Loan Amount	Date of Origination	Principal	Interest	Fee	Total
1	\$211,640.21	11/10/17	\$160,767.75	\$9,038.23	\$5,272.30	\$175,087.290
2	\$63,492.06	9/27/17	\$63,492.06	\$3,569.47	\$2,082.19	\$69,143.730
3	\$158,730.06	10/12/17	\$158,730.16	\$17,472.98	\$30,510.92	\$206,713.040
4	\$95,238.10	10/18/17	\$95,238.19	\$42,082.19	\$24,547.94	\$161,868.230
5	\$70,311.02	5/17/18	\$70,311.02	\$19,172.24	\$11,183.81	\$100,667.64
						<b>\$713,479.93</b>

**COUNT I: BREACH OF CONTRACT ON ALL NOTES, SECURITY AGREEMENTS**

7.

Plaintiff incorporates by reference Paragraphs 1-6 as if fully stated herein.

8.

By failing to pay the amount due under the Promissory Note, RC Demo is in default. Its default has proximately caused Plaintiff, each Loan of \$175,087.29, \$69,143.73, \$206,713.04, and \$161,868.23, \$100,667.64, for a total of \$713,479.93 in damages, plus attorneys' fees and costs.

9.

Furthermore, RC Demo has no basis or defense in its refusal to pay, and has been stubbornly litigious, forcing Plaintiff to file this action.

10.

Plaintiff is therefore entitled to an award of \$713,479.93, plus prejudgment interest at the statutory rate, court costs, and its attorneys' fees pursuant to O.C.G.A. § 13-6-11.

**COUNT II: FORECLOSURE ON SECURED PROPERTY**

11.

Plaintiff incorporates by reference Paragraphs 1-10 as if fully stated herein.

12.

The Security Agreements and related documents (specifically in the Borrower's Affidavit in **Composite Exhibit A** and as stated in the UCC filed to secure certain business property) executed by the Defendants, including the original security agreements, secured certain business property to Plaintiff, specifically:

*"(a) all fixtures and personal property of every kind and nature including all accounts (including health-care-insurance receivables), goods (including inventory and equipment), documents (including, if applicable, electronic documents), instruments, promissory notes, chattel paper (whether tangible or electronic), letters of credit, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), securities and all other investment property, commercial tort claims described on Schedule I hereof as supplemented by any written notification given by the Grantor to the Secured Party pursuant to Section 4(e), general intangibles (including all payment intangibles), money, deposit accounts, and any other contract rights or rights to the payment of money; and  
(b) all Proceeds and products of each of the foregoing, all books and records relating to the foregoing, all supporting obligations related thereto, and all accessions to, substitutions and replacements for; and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to the Grantor from time to time with respect to any of the foregoing counts Receivable."*

13.

Demand for the amounts due and for possession of that certain property has been made. Defendants have not merely not responded, but have agreed that possession of and title to that property should pass to the Plaintiff. (See Borrower's Affidavit).

14.

Plaintiff are therefore entitled to foreclose on the subject property and pray for an order to that effect pursuant to O.C.G.A. § 44-14-550.

WHEREFORE, THE PLAINTIFF, CONTRACTOR GROWTH CAPITAL, LLC, prays for judgment in its favor against the Defendants in the amount of each Loan of \$175,087.29, \$69,143.73, \$206,713.04, \$161,868.23, \$100,667.64, Total of \$713,479.93 and for foreclosure on the identified property above and in the UCC's and Security Agreements; for its attorneys' fees per the contracts and per O.C.G.A. § 9-16-11, and O.C.G.A. § 13-6-11 and per the Loan Documents; for prejudgment interest; that all costs and expenses be cast upon the Defendants; and for such other and further relief as this Court deems equitable and just.

~~Respectfully submitted,~~ this the 15th day of April, 2019.  
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IN THE SUPERIOR COURT OF FULTON COUNTY  
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v.

Civil Action Number 2019cv319368

RC Demo, LLC

*Defendants.*

5.2 CERTIFICATE

I have hereby placed the above complaint to the Defendants in the U.S. Mail on the date e-filed to the following:

Ralph Chewing and Tomlin Law PLLC  
6052 Providence Road Suite 203  
Virginia Beach, VA 2346  
2711 Wyoming Ave, Norfolk, VA 23513

This 15th day of April, 2019.



Sam Katz Esq.

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